

1 THE HONORABLE TANA LIN
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 SECURIAN LIFE INSURANCE
11 COMPANY,

12 Plaintiff,

13 v.

14 SONAM SAXENA, an individual; THE
15 ESTATE OF SMRITI SAXENA, by and
16 through its Personal Representative Sonam
17 Saxena; and DOES 1 to 10, inclusive,

18 Defendants.

19 Case No. 2:24-cv-00012-TL

20 **AMENDED¹ JUDGMENT OF
21 DISCHARGE IN INTERPLEADER**
22 [Local Court Rules7(d)]

23 Upon review and approval of the Stipulated Motion for Entry of Judgment of Discharge in
24 Interpleader (Dkt. No. 24), it appearing that this Court has jurisdiction of the parties and the subject
25 matter set forth in Plaintiff Securian Life Insurance Company's Complaint in Interpleader filed in
26 this action, and for good cause appearing therefor,

27 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

28 1. Securian issued group term life insurance policy number 70412 (the "Policy") to
Google LLC providing a Dependents Term Life Insurance Certificate Supplement ("Supplement")
to eligible employees' dependents, including Sonam Saxena's spouse Smriti Saxena (herein the
"Decedent"). The Policy (and Supplement) is a part of Google LLC's employee welfare benefit
plan governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). Under the

¹ This order amends and supersedes the Court's prior Order (Dkt. No. 20).

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1 ERISA plan, The Supplement provided that Securian will pay the Death Benefit to “you [(Sonam
2 Saxena)] if living, otherwise to your estate.” The Supplement does not otherwise designate a
3 person as secondary beneficiary. The Death Benefit under the Policy payable by reason of the
4 Decedent’s death, and subject to this interpleader action, is \$750,000.00.

5 2. Prior to, and until, February 18, 2020, Sonam Saxena was the eligible employee
6 under the ERISA plan and was the designated beneficiary pursuant to the terms of the Supplement.
7 Decedent passed away on February 18, 2020.

8 3. Shortly after Decedent’s death, Securian received notice of Decedent’s death and
9 opened a claim for the Death Benefit under the Supplement.

10 4. Securian received a copy of the Decedent’s death certificate which listed the cause
11 of death as homicidal violence of undetermined etiology.

12 5. With respect to the Death Benefit owed under the Supplement, Securian Life has
13 received and/or is otherwise on notice of competing and adverse claims to the Death Benefit. Thus,
14 Securian Life is unable to pay the Death Benefit without being exposed to the risk of double or
15 multiple liability and/or contravening Google’s ERISA governed employee welfare benefits plan.

16 6. On January 3, 2024, Securian Life filed a Complaint in Interpleader in this Court.

17 7. This case is at issue because defendants have appeared. *See*, Answers to Complaint
18 at Dkt. Nos. 14 and 15.

19 8. In accordance with the Court’s approval of a stipulated motion to deposit
20 interpleader funds, Securian Life deposited \$759,002.71 (the Death Benefit of \$750,000.00, plus
21 applicable interest of \$32,114.31, and less \$23,111.60 for Securian Life’s attorneys’ fees and costs)
22 into the Court’s Registry.

23 9. Securian Life is a disinterested stakeholder and is indifferent to which defendant or
24 defendants are entitled to the death benefits payable under the Policy.

25 10. Securian Life is a citizen of the state of Minnesota, and all defendants are citizens of
26 the State of Washington.

27 11. The amount in controversy in this action exceeds \$75,000 because the Death Benefit
28 totals \$750,000.

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1 12. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 and Federal
2 Rule of Civil Procedure Rule 22 because Securian Life is diverse in citizenship from each and
3 every defendant and the amount in controversy exceeds \$75,000. “Federal Rule of Civil Procedure
4 22 permits interpleader action if the amount in controversy exceeds \$75,000 and if there is
5 complete diversity between the stakeholder and all of the claimants, even if some of the claimants
6 are citizens of the same state.” *Prudential Ins. Co. v. Wells*, 2009 U.S. Dist. LEXIS 43276, p.2
7 (N.D. Cal. May 21, 2009); see also, *Gelfren v. Republic Nat'l. Life Ins. Co.*, 680 F.2d 79, 81, fn1
8 (9th Cir. 1982).

9 13. This Court also has jurisdiction over this matter pursuant 28 U.S.C. § 1331 because
10 the Policy is part of an employee welfare benefit plan which is governed by ERISA.

11 14. Securian Life has properly filed the Complaint in Interpleader and stated a proper
12 cause for interpleader.

13 15. That having brought this action and upon depositing with the Court the Death
14 Benefit, plus accrued interest, and minus Securian Life’s fees and costs, Securian Life, its
15 predecessors, successors, affiliates, parent corporations, employees, officers and agents are fully
16 and forever released, discharged and acquitted of any liability of any kind or nature whatsoever
17 with respect to the terms of the Policy and/or Plan, the death benefits payable under the Policy
18 and/or Plan, and/or the death of Decedent as to all claims, charges, demands, or otherwise that
19 exist now or may arise at any time in the future.

20 16. That defendants are permanently enjoined from instituting or prosecuting any
21 proceeding in any state or United States court against Securian Life, its predecessors, successors,
22 affiliates, parent corporations, employees, officers and agents with respect to the terms of the
23 Policy and/or Plan, the death benefits payable under the Policy and/or Plan, and/or the death of
24 Decedent as to all claims, charges, demands, or otherwise that exist now or may arise at any time
25 in the future.

26 17. Securian Life is dismissed with prejudice from this action.

27 18. This action shall proceed between the defendants.

28 19. That except for the prior stipulation and Order awarding fees and costs to Securian

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1 Life in the amount of \$23,111.60, all parties are to bear their own fees and costs with respect to
2 the order and judgment for discharge in interpleader and dismissal with prejudice as to Securian
3 Life.

4 Dated: June 3, 2024

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7 Tana Lin
United States District Judge